

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

SCOTT LEATHAM,

Plaintiff,

v.

LIBERTY LIFE ASSURANCE COMPANY
OF BOSTON,

Defendant.

Case No.

COMPLAINT FOR LONG-TERM
DISABILITY BENEFITS

(Employee Retirement Income Security
Act of 1974, 29 U.S.C. § 1132(a)(1)(B))

COMES NOW Plaintiff, Scott Leatham, with a complaint for long-term disability benefits and alleges against Defendant Liberty Life Assurance Company of Boston ("Liberty"):

I. CAUSE OF ACTION

1.1

This action is brought on behalf of Plaintiff, pursuant to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq. ("ERISA").

1 Plaintiff seeks to recover from Liberty, all unpaid long-term disability ("LTD")
2 benefits pursuant to the terms of a long-term disability policy ("LTD Plan")
3 provided by Amazon Corporate, LLC, ("Amazon"), pursuant to 29 U.S.C. §
4 1132(a)(1)(B). Plaintiff further seeks reinstatement of his LTD benefits pursuant to
5 the terms of the LTD Plan. Plaintiff seeks these remedies, prejudgment and post
6 judgment interest, plus his costs and reasonable attorney fees pursuant to 29
7 U.S.C. § 1132(e)(1), (f) and (g).

8 **II. IDENTIFICATION OF PLAINTIFF**

9 **2.1**

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11 At all material times herein, Plaintiff was a resident of the City of Redmond,
12 King County, Washington.

13 **2.2**

14
15 At all times material herein, Amazon employed Plaintiff and offered the LTD
16 Plan to its employees pursuant to ERISA, 29 U.S.C. § 1002(1).

17 **2.3**

18
19 At all times material herein, Plaintiff was a participant under the LTD Plan.

20 **III. IDENTIFICATION OF DEFENDANT**

21 **3.1**

22
23 At all times material herein, Amazon was the sponsor of the LTD Plan
24 pursuant to ERISA, 29 U.S.C. § 1002(16)(B).
25
26

3.2

At all times material herein, Amazon was the Plan Administrator of the LTD Plan pursuant to ERISA, 29 U.S.C. § 1002(16)(B).

3.3

At all times material herein, Liberty was the claims administrator of the LTD Plan pursuant to ERISA, 29 U.S.C. § 1002(16)(A).

3.4

At all times material herein, the LTD Plan was fully insured by Liberty, and Liberty is wholly responsible for any judgment Plaintiff may obtain through this action for LTD benefits.

IV. JURISDICTION AND VENUE

4.1

Jurisdiction is conferred on this court by ERISA, 29 U.S.C. § 1132(e)(1), (f) and (g), which gives the United States district court's jurisdiction to hear civil actions brought to recover plan benefits, as well as other declarative relief and attorney fees and costs, under ERISA.

4.2

Venue is proper in this district court pursuant to ERISA, 29 U.S.C. § 1132(e)(2) and pursuant to 28 U.S.C. § 1391.

1 **V. STANDARD OF REVIEW**

2 5.1

3
4 Defendant's denial of Plaintiff's LTD benefits is reviewed by this court *de*
5 *novo*.

6 **VI. FACTS SUPPORTING CLAIM**

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8 6.1

9 Around March 12, 2013, Plaintiff became disabled.

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11 6.2

12 Around March 19, 2013, Liberty approved Plaintiff's claim for short-term
13 disability ("STD") benefits.

14
15 6.3

16 In a letter dated July 22, 2016, Liberty informed Plaintiff that his transition
17 from STD benefits to LTD benefits was being reviewed.

18
19 6.4

20 Plaintiff's claim for LTD benefits was based on a macroprolactinoma, pan-
21 pituitary adrenal insufficiency, headaches, and fatigue, among other things.

22
23 6.5

24 Plaintiff's symptoms include severe adrenal crashes, headaches, extreme
25 fatigue, and impaired memory, among other things.

6.6

In a letter dated August 14, 2013, Liberty informed Plaintiff that, due to his hire date, his claim was being reviewed under the “Pre-Existing Condition Exclusion”.

6.7

In a letter dated September 6, 2013, Liberty denied Plaintiff’s claim for LTD benefits.

6.8

In a letter dated October 21, 2013, Liberty, without having received a formal appeal, providing explanation, or referencing the “Pre-Existing Condition Exclusion,” approved Plaintiff’s claim for LTD benefits.

6.9

In a letter dated January 20, 2015, Liberty, without explanation, approved Plaintiff’s claim for LTD benefits under their any occupation definition.

6.10

In a letter dated June 2, 2017, Liberty denied Plaintiff’s claim for LTD benefits.

6.11

In a letter dated September 24, 2017, Plaintiff, pro se, appealed Liberty’s decision to deny his LTD benefits.

6.12

In a letter dated January 15, 2018, Liberty upheld its decision to deny Plaintiff's LTD benefits.

6.13

Plaintiff has complied with all contractual requirements of the LTD Plan, including but not limited to the submission of sufficient medical proof of his ongoing medical conditions.

6.14

Liberty wrongfully denied Plaintiff's claim for LTD benefits.

6.15

The wrongful denial of Plaintiff's claim for LTD benefits was and still is a violation of ERISA, 29 U.S.C. § 1132(a)(1)(B).

6.16

As a direct and proximate result of the Liberty's LTD claim denial, Plaintiff has been damaged in the amount of each unpaid monthly LTD benefit payment from June 8, 2017, through the date Plaintiff is no longer deemed disabled under the LTD Plan.

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6.17

As a direct and proximate result of Liberty's LTD claim denial Plaintiff is entitled to recover pre-judgment interest, which is accruing on each unpaid monthly LTD benefit payment from June 8, 2017 through the date of judgment.

6.18

As a direct and proximate result of Liberty's LTD claim denial, Plaintiff has incurred attorney fees and costs that are recoverable pursuant to ERISA, 29 U.S.C. § 1132(g)(1).

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. For the gross unpaid monthly LTD benefit payments from June 8, 2017 through the date of judgment pursuant to ERISA, 29 U.S.C. § 1132(a)(1)(B).

B. For a declaration that Defendant breached its fiduciary duty to Plaintiff by wrongfully denying Plaintiff's LTD claim, and estopping Defendant from continuing to deny Plaintiff's LTD claim;

C. For a declaration that Plaintiff is entitled to receive his full monthly benefit under the LTD Plan for as long as she remains disabled under the LTD Plan;

D. For Plaintiff's attorney fees and costs pursuant to ERISA, 29 U.S.C. § 1132(g)(1);

E. For prejudgment and post judgment interest; and

1 F. For such further relief as the court deems just and equitable.

2 DATED this 10th day of May, 2019.

3
4 /s/ R. Darrin Class
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